

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Muzak LLC		06/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC
Street Address:	40 West 57th Street, 33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2432717	MUZAK
Registration Number:	2380584	YOUR CALLERS ARE LISTENING, EVERY SECOND
Registration Number:	2290580	MUZAK HEART & SOUL FOUNDATION
Registration Number:	2403095	DRIVE-THRU EXPRESS
Registration Number:	1647726	HITLINE
Registration Number:	1650387	MARKETING ON HOLD
Registration Number:	1617101	FM-1
Registration Number:	1456883	FOREGROUND MUSIC ONE
Registration Number:	0973643	MUZAK
Registration Number:	0393293	MUZAK
Registration Number:	2290151	SOLD ON HOLD
Registration Number:	3152757	M

CORRESPONDENCE DATA

Fax Number: 2128225607

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125305607

Email: abrook@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

TRADEMARK

Address Line 1: 28 Liberty Street
Address Line 2: Anna Brook
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 34408.3100

NAME OF SUBMITTER: Anna Brook

SIGNATURE: /Anna Brook/

DATE SIGNED: 06/28/2017

Total Attachments: 4

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, MUZAK LLC (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademark registrations and trademark applications listed in the attached Schedule of Registered Trademarks;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the First Lien Pledge and Security Agreement dated as of June 28, 2017 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of HPS Investment Partners, LLC, as Collateral Agent (“Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and


WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks registrations and trademark applications listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: June 28, 2017



IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MUZAK LLC

By: 
Name: Michael Zandan II
Title: Executive Vice President and Secretary

SCHEDULE OF
REGISTERED TRADEMARKS

**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

Country, State or Territory	Mark	Reg. No.	App. No.	Status
United States	M MUZAK  m u z a k	2432717	75608892	Renewed
United States	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	2380584	75605284	Renewed
United States	MUZAK HEART & SOUL FOUNDATION	2290580	75454479	Renewed
United States	DRIVE-THRU EXPRESS	2403095	75367897	Renewed
United States	HITLINE	1647726	74092149	Renewed
United States	MARKETING ON HOLD	1650387	74079538	Renewed
United States	FM-1	1617101	73797679	Renewed
United States	FOREGROUND MUSIC ONE	1456883	73588933	Renewed
United States	MUZAK	0973643	72436399	Renewed
United States	MUZAK	0393293	71443471	Renewed
United States	SOLD ON HOLD	2290151	75544092	Renewed
United States	M 	3152757	78300297	Registered